



City of West Sacramento

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APPLICATION FOR TEMPORARY OUTDOOR DINING PERMIT

NAME OF APPLICANT: _____

NAME OF RESTAURANT: _____

ADDRESS: _____

PHONE NUMBER: _____ EMAIL: _____

DAYS AND HOURS OF OUTDOOR DINING OPERATION: _____

REQUESTED DURATION OF PERMIT: _____, 2020 to _____, 2020

PLEASE ATTACH PHOTOGRAPH, DRAWING OR DEPICTION OF PROPOSED LOCATION AND LAYOUT WITH APPLICATION.

The undersigned applicant Restaurant seeks a temporary permit to use designated public space (City-owned public property) for temporary outdoor dining. The applicant understands and agrees that the permit, once issued, is subject to the following requirements:

- A. Use of public space shall not interfere with vehicular and pedestrian traffic, or access under the Americans with Disabilities Act. A minimum 4-foot wide area of the sidewalk shall remain clear for wheelchair access at all times.
- B. Temporary signage maybe placed at or near the public spaces designated for outdoor dining purposes.
- C. The City reserves the right to determine on a case-by-case basis the suitability and appropriateness of the public space requested by the Restaurant for outdoor dining.
- D. No permanent item or structure shall be installed on City-owned public property.
- E. Temporary fencing placed in a safe manner around the outdoor dining area, may be required depending on Restaurant location.
- F. Dining tables shall be placed in a manner that observe at least six-foot social distance between groups of customers. Customers in the same household dining together are counted as one group and are exempt from this requirement while sitting at the same table(s).

- G. Restaurant shall comply with all applicable State and County laws and regulations pertaining to outdoor dining (including, but not limited to sale and consumption of alcoholic beverages) under this provision.
- H. No real property right is provided, given, or otherwise conveyed to any person or entity using City-owned public property for outdoor dining purpose. Any such use permitted hereunder shall cease no later than termination of the City local emergency. The City reserves the right, in its sole discretion during the pendency of the City local emergency, to terminate or extend any temporary use permit issued hereunder, with or without cause. Upon termination of any temporary use permit granted hereunder, the permittee shall return City-owned public property to the condition existing at the time of permit issuance.
- I. The applicant Restaurant shall maintain in full force and effect, at its sole cost and expense, Commercial General Liability insurance coverage for claims of bodily injury and property damage liability not less than \$1,000,000 for each occurrence, and shall provide the City with an additional insured endorsement and primary and non-contributory endorsement naming the City of West Sacramento and its officers, agents and employees as additional insured.
- J. The applicant Restaurant shall indemnify, protect, defend, save and hold City, its officers, agents, and employees harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of the Restaurant or its officers, employees, volunteers, and agents, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of the Restaurant or its employees, subcontractors, or agents, or by the quality or character of the Restaurant's work. It is understood that the duty of Restaurant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Permit does not relieve Restaurant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply and shall further survive the expiration or termination of this Permit. By execution of this Application, applicant Restaurant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- The City reserves the right to determine on a case-by-case basis the suitability and appropriateness of the public property requested by the Restaurant.

Dated: _____

Signature: _____

Print Name: _____